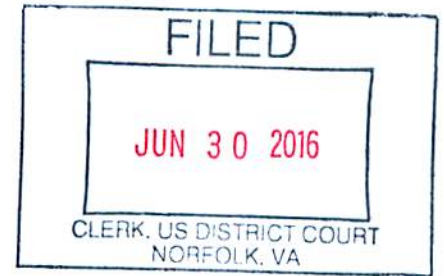


UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Norfolk Division



UNITED COMMUNITY BANK,

Plaintiff,

v.

Civil Action No.: 2:16 cv 385

PARUL PATEL,  
Serve: 7120 Lankford Hwy  
P.O. Box 1002  
Nassawaddox, VA 23413

and

PRAKASH PATEL,  
Serve: 7120 Lankford Hwy  
P.O. Box 1002  
Nassawaddox, VA 23413

Defendants.

COMPLAINT

Plaintiff, United Community Bank ("UCB"), by counsel, for its Complaint against Defendants Parul Patel ("Parul") and Prakash Patel ("Prakash"), states as follows:

1. UCB is a banking corporation duly organized and validly existing pursuant to the laws of the State of Georgia with its principal place of business in the State of Georgia.
2. Devshiv, LLC ("Devshiv") is a limited liability company duly organized and validly existing pursuant to the laws of the State of Maryland.
3. Each of the Defendants is a resident and domiciliary of the Commonwealth of Virginia.

4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1322 because the amount in controversy exceeds \$75,000.00 and the matter involves citizens from different states.
5. The Court has personal jurisdiction over the Defendants pursuant to Va. Code § 8.01-328.1 because they are resident and domiciled in the Commonwealth of Virginia.
6. Venue is proper pursuant to 28 U.S.C. § 1391(a)(c) and Local Rule 3(C) because the Defendants reside and are domiciled in this judicial district and division.
7. On October 14, 2008, Devshiv executed a Promissory Note in the original principal amount of \$2,675,000.00 in favor of Business Carolina, Inc. (the "Note"). A copy of the Note is attached hereto, marked Exhibit "1" and incorporated herein as if fully set forth.
8. The Note is in default.
9. UCB, as successor in interest to Business Carolina, Inc. is the present holder of the Note.
10. By letter dated April 20, 2016 UCB, the then holder of the Note made demand for payment in full under the Note from Devshiv (the "Demand Letter"). A copy of the Demand Letter is attached hereto, marked Exhibit "2" and incorporated herein as if fully set forth.
11. Devshiv failed to make payment as demanded and as a direct and proximate result thereof is in default under the Note and is liable to UCB as follows:

Principal: \$1,317,280.79

Interest on the principal balance at the "Prime Rate" plus one-half (0.50%)  
per cent per annum, adjusted quarterly from April 20, 2016

Plus all costs of collection including reasonable attorney's fees and court  
costs incurred by the note holder.

12. On October 14, 2008, Parul and Prakash each executed a Guaranty of Payment and Performance. Copies of the said Guaranties executed by Parul and Prakash are attached hereto, marked Exhibits "3" and "4" and incorporated herein as if fully set forth ("Guaranties").
13. UCB is the present holder of the Guaranties.
14. Parul and Prakash are in default in payment due under the Guaranties.
15. By means of the Demand Letter, UCB demanded payment in full under the Guaranties from Parul and Prakash.
16. No payment has been made on the Guaranties by Parul or Prakash in response to the aforesaid demand.
17. As a direct and proximate result of the default aforesaid, Parul and Prakash are indebted to UCB as follows on the Guaranties:

Principal: \$1,317,280.79

Interest on the principal balance at the "Prime Rate" plus one-half (0.50%)  
per cent per annum, adjusted quarterly from April 20, 2016

Plus all costs of collection including reasonable attorney's fees and court  
costs incurred by the note holder.

**WHEREFORE**, United Community Bank moves for judgment against defendants Parul Patel and Prakash Patel as set forth hereinabove.

**UNITED COMMUNITY BANK**

By: 

Of Counsel

Jonathan L. Hauser, Esquire

VSb No. 18688

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